

AGREEMENT
Between
CITY OF MILWAUKEE
and
PLUMBERS' LOCAL 75, AFL-CIO
Effective January 1, 2004 through December 31, 2006

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AGREEMENT

Between

CITY OF MILWAUKEE

and

PLUMBERS' LOCAL 75, AFL-CIO

Effective January 1, 2004

PREAMBLE

This agreement is made at Milwaukee, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by the CITY OF MILWAUKEE, as municipal employer, hereinafter referred to as the "City," and LOCAL 75, JOURNEYMAN PLUMBERS' and GASFITTERS' UNION, AFL-CIO, as representative of bargaining unit employees who are employed by the City of Milwaukee, and hereinafter referred to as "Union."

The parties to this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship, which exists between them and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment.

The parties do hereby acknowledge that this agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment and incidental matters respecting thereto.

This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with that legislative authority which is delegated to the Common Council of the City of Milwaukee relating to the Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes) and any other statutes applicable to the City and insofar as applicable, the rules and regulations relating to or promulgated by the City Service Commission.

It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City Government which is now expressly provided for respectively by: state statutes; charter ordinances; and ordinances of the City of Milwaukee except as expressly limited herein.

ARTICLE 1

DURATION

1. This agreement shall remain in full force and effect commencing on January 1, 2004, and terminating at 12:01 a.m. on January 1, 2007, unless both parties agree to extend it beyond that date. Either party may reopen the contract by notice served upon the other not earlier than June 15, 2006 nor later than July 15, 2006, indicating areas in a succeeding contract in which the party requests changes. If the 2004-2006 City/Union contract is not executed until after July 1, 2006, changes for a succeeding contract shall be requested within 30 days after the execution date of this Agreement.

ARTICLE 2

RECOGNITION

1. The City recognizes the Union as the exclusive collective bargaining agent on the subjects of wages, hours and conditions of employment for employees who have passed the City's probationary period and who are in the following classifications:
Plumbing Inspector I
Plumbing Inspector II
Landscape and Irrigation Specialist
Mechanical Plan Examiner II
Mechanical Plan Examiner III
2. This Article is set forth merely to describe the bargaining representative and the bargaining unit covered by this collective bargaining agreement and is not to be interpreted for any other purpose.
3. In the event new positions not now covered by the recognition provisions of this Agreement are created by the City through action of the Common Council and these positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit, then the employees appointed to these positions shall be deemed part of the bargaining unit, and they shall be

represented by the Association and also be covered by this Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

1. The Union recognizes that it is the prerogative of the City to determine the mission of the City and each of its departments, to determine the means, manpower, procedures and methods by which such mission will be accomplished, to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated or modified by this agreement are retained by the City.

Specifically, and without limitation thereto, by reason of enumeration, the Union recognizes:

1. The exclusive right of the City to establish reasonable work rules.
2. That the City has the right to schedule regular and overtime work as required in a manner it deems most advantageous to the City.
3. That the City reserves the right to discipline or discharge for cause.
4. No action of the City in admonishment of an employee or in encouraging the employee to improve his/her performance, attendance or punctuality shall in any case be deemed an appropriate subject for the grievance procedure, provided said admonishment shall not result in any formal discipline. Neither the Union or City shall have the right or obligation to discuss same as a grievance.
5. That the City reserves the right to lay off employees.
6. That the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations and the City may act to contract or subcontract any part or portion of its work without violation of its obligations hereunder to the Union or its members. The right of contracting or subcontracting is vested in the City. Except in cases which the City deems to be an emergency situation, the City will give reasonable and timely notification of and discuss with the Union any proposed contracting or subcontracting.

The City will give the Union reasonable and timely notice in cases in which the

Union's bargaining unit personnel are involved and affected wherein City departments are merged or separated and will afford the Union an opportunity to present its position with respect to the City's action.

7. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

ARTICLE 4

GRIEVANCE PROCEDURE

- A. Only matters involving the interpretation, application or enforcement of the terms of this agreement shall constitute a grievance under the provisions set forth below.

Step 1. If an employee has a grievance, he/she, either alone or accompanied by
(Oral) a Union representative, shall first present the grievance to his/her immediate supervisor orally within ten (10) days of the occurrence or within ten (10) days of the date upon which the employee knew or could have known of the occurrence which forms the basis of the alleged grievance.

Step 2. If the grievance is not settled at the first step, it shall be reduced
(Written) to writing and presented by the grievant to his/her immediate supervisor within the above time limits. Within ten (10) working days of receipt of the written grievance, the supervisor shall furnish the employee and the local Union Business Manager with a written answer to the grievance.

Step 3. If the grievance is not settled at the second step, the local Union Business
(Dept. Manager may appeal in writing within ten (10) working days to the
Head)department head, who shall notify the aggrieved and the Union of the City's decision in writing within ten (10) working days from receipt of the appeal.

Step 4. If the Union advances to arbitration a third step decision appropriate under
(Labor the following criteria, it shall be reviewed at a meeting between the
Negoti- Labor Negotiator, or his designee, and the Business Manager of the Union,
ator) or his designee, held periodically for that purpose. The parties are empowered to

settle such grievance, and no further step in the arbitration process shall occur until such meeting has occurred, or the parties, by written agreement, shall have waived such meeting.

- B. When a grievance hearing is held at the third (department head) step of the grievance procedure, a named employee who has filed a grievance and the Union official or representative, the presence of whom is required for the purpose of giving testimony, shall be given notice of at least 24 hours before a meeting is held. The Union may waive this requirement.
- C. Each written grievance shall set forth on the form prescribed the specific provision of the agreement which the individual or the Union claims has been violated. The written grievance shall list the time, place and circumstances or facts that are being grieved and shall contain a specific requested remedy.
- D. No claim of violation of the Management Rights clause shall be regarded by the parties hereto as a grievance. Unless an allegation in the original grievance is made that a specific exception in the clause itself is made, no individual, the Union, or the City shall have the right or obligation to discuss same as a grievance.
- E. "Days," when the word is used in this article, refers to working days. Any grievance which the Union does not elect to advance in the grievance procedure within the prescribed period shall be deemed a dropped grievance and deemed settled on the basis of the last answer which the City has given in the last completed step of the grievance procedure unless the parties have, in writing, in unusual circumstances, agreed to an extension of time for a definite period or have waived the step completely.

ARTICLE 5

ARBITRATION

- A. No item or issue may be the subject of arbitration unless such arbitration is requested in writing within 60 working days following the action or occurrence which gives rise to the issue to be arbitrated.
- Arbitration may be initiated by the Union serving upon the City's Labor Negotiator a

notice in writing of its intent to proceed to arbitration. Said notice shall identify the contract provision listed in the original grievance upon which the Union relies, the grievance or grievances, the department and the employees involved.

Unless the parties can, within five working days following the receipt of such written notice, agree upon an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five arbitrators to both parties. The parties shall, within five working days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains.

The following subjects shall not be submitted nor subject to arbitration:

1. Provisions of the agreement which affect the obligations of the City under provisions of Wisconsin Statutes or make the performance of such obligations more difficult.
2. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision.
3. Any pension matter.
4. Any matter which is covered by Wisconsin Statutes and relates to the operation and jurisdiction of the City Service Commission, including rules which the Commission is authorized to promulgate.

The specific exceptions noted above are not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and established wages, hours and conditions of employment as specifically set forth herein.

No issue shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and no arbitration determination shall cover any period of time which is prior to the date of execution of this Agreement.

- B. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within ten working days of the notification of his selection, unless otherwise mutually

agreed upon by the parties. The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the dispute submitted to arbitration.

- C. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- D. Arbitrators shall expressly confine themselves to the precise issue submitted for arbitration and they shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by both parties.
- E. All expenses involved in the arbitration proceedings shall be borne equally by the parties. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

ARTICLE 6

UNION RIGHTS AND OBLIGATIONS

The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.

Pay for Union Negotiators

The Union shall advise the City of the names of its negotiators.

The names of the duly chosen representatives of the bargaining unit shall be submitted to the City Labor Negotiator sufficiently in advance of regularly scheduled meetings so as to permit

notification of the appropriate City departments. One or more representatives from the Union shall be paid regular base salary up to a combined maximum of 17 man-hours for time spent annually in negotiations during regular working hours, except no payment will be made for negotiating time outside the representatives' normal workday and in no event will payment be made for time in excess of eight hours. Reasonable travel time from site of employment to site of meeting will be allowed.

The provisions of this agreement shall be limited to day conferences or negotiations held during the years 2004-2006 with respect to wages, hours and conditions of employment thereafter. The City Labor Negotiator shall interpret and administer the provisions of this section.

Check Off of Union Dues

For each non-probationary employee in the bargaining unit, the City will honor a statutorily acceptable dues check off request during the term of this agreement or any extension thereof.

The City will pay amounts deducted from the employee's earnings to the treasurer of the Union within ten (10) days after the pay day on which the deduction was made, together with a list of employees from whose pay the deduction was made.

Fair Share Deductions

For each non-probationary employee in the bargaining unit who has not submitted a statutorily acceptable dues check off request, the City, during the term of this agreement or any extension thereof, will deduct from the pay of such employee an amount which the Union certifies to the City is the prorata cost to the Union of negotiating and administering the labor agreement. Such certified sum shall not exceed the amount of the dues the employee would be required to pay had the employee executed a check off request. Remittance to the Union of the sums so deducted shall be as prescribed in the preceding paragraph.

Changes in dues or fair share amounts to be deducted shall be certified by the Union at least four (4) weeks before the start of the pay period the changed deduction is to be effective.

The Union shall, at its sole cost and expense, fully indemnify, defend and hold harmless

the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgements for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or fair-share deductions or the interpretation, application or enforcement of this provision. The Union shall have no responsibility to reimburse the City for any court costs or legal fees the City incurs on its own behalf in the event that the City retains its own attorneys based upon its determination that its interests require representation.

ARTICLE 7

PROHIBITION OF STRIKES AND LOCKOUTS

Neither the Union nor any member thereof shall cause nor counsel its members, or any of them individually, to strike nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown or refusal to perform any assigned duties for the City. Any employee who commits any of the acts prohibited in this section may be subject to the following penalties:

1. Discharge.
2. Other disciplinary action.
3. Loss of all compensation, seniority rights, vacation benefits and holiday pay as determined by the City.

Upon notification confirmed in writing by the City Labor Negotiator to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately, in writing, order such members to return to work immediately, provide the City with a copy of such an order and a responsible official of the Union shall publicly order them to return to work.

If a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

No Lockout

The City will not lock out employees. However, if any employee is unable to work

because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to work shall not be deemed a lockout under the provisions of this section.

ARTICLE 8

HOURS OF WORK

This Article defines the normal hours of work per day and per week in effect at the time of execution of this Agreement. Nothing contained herein prevents the City from restructuring the normal work day or work week when the City deems such restructuring will best serve its needs or promote the efficiency of its operations or from establishing and from time to time changing, the work schedules of employees.

Work Day

The "normal work day" shall be an eight-hour day excluding an unpaid lunch break; with starting times, lunch periods and quitting times established by general rule or individual employee assignments by departmental managers.

Work Period

The "work week" shall be ten (10) workdays during each fourteen (14) day period.

Nothing in this Agreement shall be construed as a guarantee of, or limitation on, the number of hours to be worked per day, per week or any other period of time.

ARTICLE 9

BASE SALARY

1. The biweekly base salary paid to an employee in classifications covered by this Agreement, except for Landscape and Irrigation Specialist, shall be as follows:

- a. Effective Pay Period 1, 2004 (December 21, 2003)

Pay Range 785 (Plumbing Inspector I)

\$1,865.31	1,921.27	1,978.91	2,038.29	2,099.43
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Pay Range 788 (Plumbing Inspector II)

\$2,038.29	2,099.43	2,162.42	2,227.28	2,294.10
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Pay Range 796 (Mechanical Plan Examiner II)

\$1,899.91	1,991.14	2,086.70	2,186.84	2,291.78
2,401.81	2,517.08			

Page Range 798 (Mechanical Plan Examiner III)

\$2,209.80	2,307.04	2,408.54	2,514.53	2,625.16
2,740.67	2,861.25			

b.. Effective Pay Period 1, 2005 (December 19, 2004)

Pay Range 785 (Plumbing Inspector I)

\$1,921.27	1,978.91	2,038.28	2,099.44	2,162.41
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Pay Range 788 (Plumbing Inspector II)

\$2,099.44	2,162.41	2,227.29	2,294.10	2,362.92
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Pay Range 796 (Mechanical Plan Examiner II)

\$1,956.91	2,050.87	2,149.30	2,252.45	2,360.53
2,473.86	2,592.59			

Pay Range 798 (Mechanical Plan Examiner III)

\$2,276.09	2,376.25	2,480.80	2,589.97	2,703.91
2,822.89	2,947.09			

c. Effective Pay Period 1, 2006 (January 1, 2006)

Pay Range 785 (Plumbing Inspector I)

\$1,978.91	2,038.28	2,099.43	2,162.42	2,227.28
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Pay Range 788 (Plumbing Inspector II)

\$2,162.42	2,227.28	2,294.11	2,362.92	2,433.81
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Pay Range 796 (Mechanical Plan Examiner II)

\$2,015.62	2,112.40	2,213.78	2,320.02	2,431.35
2,548.08	2,670.37			

Pay Range 798 (Mechanical Plan Examiner III)

\$2,344.37	2,447.54	2,555.22	2,667.67	2,785.03
2,907.58	3,035.50			

- d. Effective April 24, 2005, recruitment for Plumbing Inspector I position shall be up to the second step of the pay range at the discretion of the Department Head. Effective on the appointment date of a Plumbing Inspector I who is appointed after April 24, 2005, Plumbing Inspector Is who were appointed prior to April 24, 2005, who are in a pay step lower than the pay step of the newly appointed Plumbing Inspector I, shall advance to the same pay step as the newly appointed Plumbing Inspector I. Effective Pay Period 1, 2006, recruitment for the Plumbing Inspector I position shall be up to the third step of the pay range at the discretion of Department Head. Effective on the appointment date of a Plumbing Inspector I who is appointed in Pay Period 1, 2006 or after, Plumbing Inspector Is who were appointed prior to Pay Period 1, 2006, who are in a pay step lower than the pay step of the newly appointed Plumbing Inspector I, shall advance to the same pay step as the newly appointed Plumbing Inspector I.
2. The biweekly base salary paid to an employee in the Landscape and Irrigation Specialist classification shall be as follows:
 - a. Effective Pay Period 13, 2004, the wage rate for Landscape and Irrigation Specialist Pay Range 786, covered by this Agreement shall be ninety-two percent (92%) of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period from June 1, 2004, up to and including May 31, 2005, provided, however, that for calculation purposes, the hourly wage rate for Landscape and Irrigation Specialists covered by this Agreement shall be reduced by an amount equal to any reduction or elimination of any fund contributions such as health and

welfare fund, pension fund, and vacation fund. The biweekly rate effective Pay Period 13, 2004 shall be \$2,193.60.

- b. Effective Pay Period 13, 2005, the wage rate for Landscape and Irrigation Specialist covered by this Agreement shall be ninety-two percent (92%) of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period from June 1, 2005, up to and including May 31, 2006, provided, however, that for calculation purposes, the hourly wage rate for Landscape and Irrigation Specialists covered by this Agreement shall be reduced by an amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund, and vacation fund.
- c. Effective Pay Period 13, 2006, the wage rate for Landscape and Irrigation Specialist covered by this Agreement shall be ninety-two percent (92%) of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period from June 1, 2006, up to and including May 31, 2007, provided, however, that for calculation purposes, the hourly wage rate for Landscape and Irrigation Specialists covered by this Agreement shall be reduced by an amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund, and vacation fund.
- d. Effective Pay Period 13, 2004, when the Landscape and Irrigation Specialist is assigned to supervisory or lead worker duties, determining the writing specifications for irrigation materials consistent with industry standards or assisting in design of irrigation systems, his/her wage rate shall be 95% of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeyman Plumbers for the period June 1, 2004, up to and including May 31, 2005, provided, however, that for

calculation purposes, the hourly wage rate for the Landscape and Irrigation Specialist covered by this Agreement shall be reduced by the amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund, and vacation fund. The biweekly rate effective\ Pay Period 13, 2004 shall be \$2,264.80.

- e. Effective Pay Period 13, 2005, when the Landscape and Irrigation Specialist is assigned to supervisory or lead worker duties, determining and writing specifications for irrigation materials consistent with industry standards or assisting of irrigation systems , his/her wage rate shall be 95% of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period June 1, 2005, up to and including May 31, 2006, provided, however, that for calculation purposes, the hourly wage rate for the Landscape and Irrigation Specialist covered by this Agreement shall be reduced by the amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund and vacation fund.
- f. Effective Pay Period 13, 2006, when the Landscape and Irrigation Specialist is assigned to supervisory or lead worker duties, determining and writing specifications for irrigation materials consistent with industry standards or assisting of irrigation systems, his/her wage rate shall be 95% of the hourly wage rate agreed upon in the contract between the Union and the Contractors Association for Journeymen Plumbers for the period June 1, 2006, up to and including May 31, 2007, provided, however, that for calculation purposes, the hourly wage rate for the Landscape and Irrigation Specialist covered by this Agreement shall be reduced by the amount equal to any reduction or elimination of any fund contributions such as health and welfare fund, pension fund and vacation fund.
- g. The Union shall certify to the City the rate of pay for Journeymen Plumber for

the periods of June 1, 2005 through May 31, 2006 and June 1, 2006 through May 31, 2007, as soon as such rates become available to the Union.

- h. For informational purposes, the Local 75 Union Journeymen Plumber rate is \$29.80 per hour, which was effective June 1, 2004.
- 3. The base salary of an employee shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the Hours of Work Article of this Agreement.
- 4. The City reserves the right to make corrections of errors to the Salary Ordinance if any are found.
- 5. The City reserves the right to make changes in the Salary Ordinance to reflect classification changes recommended by the City Service Commission. This item shall not be subject to either advisory or final and binding arbitration.
- 6. Unless otherwise specified, employees shall move from the minimum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance.

ARTICLE 10

SHIFT AND WEEKEND DIFFERENTIAL PAY

- 1. An employee who works at least four (4) hours of his/her regularly scheduled eight-hour shift within the second or third shift as defined in subsection 1.a. or 1.b., below, shall be paid, in addition to his/her base salary, the following shift differential premium for all the hours worked during that shift:
 - a. Second Shift --- 3:00 p.m. to 11:00 p.m. --- \$0.23 per hour.
 - b. Third Shift ---- 11:00 p.m. to 7:00 a.m. --- \$0.28 per hour.
- 2. Shift premium in the above amounts shall be paid for all hours for which an employee would have received a regular shift assignment but for the fact that the employee was on vacation, personal day, holiday, sick leave or funeral leave.
- 3. Weekend differential for regularly scheduled Saturday work paid to an employee shall

be in the amount of \$0.30 per hour and the weekend differential for regularly scheduled Sunday work and holidays paid to an employee shall be in the amount of \$0.40 per hour.

4. An employee performing work under the OVERTIME provision of this Agreement shall not receive shift or weekend differential for the same hours regardless of the period worked.
5. Effective April 24, 2005, shift, weekend and holiday differential shall be increased to the following amounts: 2nd Shift: 40 cents per hour; 3rd shift: 45 cents per hour; Saturday shift: 50 cents per hour and Sunday shift: 60 cents per hour.

ARTICLE 11

OVERTIME

1. Overtime is assigned work performed before, beyond, and/or in addition to the 8-hour shift, or in excess of the hours defined in the HOURS OF WORK provision of this Agreement, or for work performed on holidays, which is compensated for in extra time off or in extra pay.
2. Overtime compensation will only be paid for time actually worked.
3. Compensatory Time: Overtime will be compensated for at the rate of one and one-half (1.5) times pay for hours actually worked. The accumulated credit for each employee at no time shall exceed 120 hours.
4. Application of these provisions of this Article shall not involve pyramiding of overtime.
5. Any full time employee who reports for work at a regularly assigned time and who is sent home due to lack of work, inclement weather or a decision by the City not to prosecute work for any reason, shall be paid for reporting with 2 hours pay at his or her regular rate of pay.
6. Any payments made under the provisions of this Article shall not be included in the determination of pension benefits or other fringe benefits.

ARTICLE 12

PAY FOR TIME NOT WORKED

- 12.1. An employee shall earn vacation time in the following manner:

- a. 3.7 hours per pay period for employees who have completed less than 4 years of creditable service;
 - b. 5.3 hours per pay period for employees who have completed at least 4 but less than 9 years of creditable service;
 - c. 6.8 hours per pay period for employees who have completed at least 9 but less than 14 years of creditable service;
 - d. 8.4 hours per pay period for employees who have completed at least 14 years of creditable service, but less than 21 years of creditable service;
 - e. 9.9 hours per pay period for employees with at least 21 years of creditable service.
- 12.2. An employee on the payroll for at least eighty (80) hours in a pay period shall be allowed to accumulate vacation time at the rate prescribed for under section 1., above. An employee on the payroll less than eighty (80) hours in a pay period will earn vacation on a pro rata basis. Hours on the payroll in excess of eighty (80) in a pay period shall not count toward vacation accrual.
- 12.3. Eligibility for, and accumulation of vacation shall begin upon appointment to a position eligible for vacation. A department head may allow an employee whose service is expected to continue so as to complete a year's actual service, to use vacation within the first 12 months of employment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made for the vacation period shall be deducted from his/her paycheck upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.
- 12.4. The maximum amount of vacation an employee can maintain in his/her vacation account shall be as follows:
- a. 136 hours for employees who have completed less than 4 years of service.
 - b. 176 hours for employees who have completed 4 years of service but less than 9 years

of service.

- c. 216 hours for employees who have completed 9 years of service but less than 14 years of service.
 - d. 256 hours for employees who have completed 14 years of service but less than 21 years of service.
 - e. 296 hours for employees who have completed at least 21 years of service.
- 12.5. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. With department head approval, an employee who has completed one year of vacation eligible service may borrow up to 80 hours of vacation before it is earned. In no case may an employee's vacation account balance be less than negative eighty (80) hours. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from his/her paycheck. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.
- 12.6. The City shall make every reasonable effort to avoid changes in an employee's schedule of hours of work which, would require an employee to work during a previously scheduled vacation period of five (5) days or more in duration.
- 12.7. Vacations may be divided into two or more periods if thought advisable by the respective department heads. The department head shall determine when vacation periods shall be granted, the practical considerations involved in the efficient operation of the department, and give due consideration to the convenience of the employee.
- 12.8. An employee scheduling a two-week vacation which by its term starts with a regular Monday work day shall be guaranteed that he/she will not be scheduled for regular or overtime work (a) on the Saturday or Sunday before the vacation starts; or (b) on the Saturday or Sunday succeeding the vacation period. It is understood that the provision

of this vacation guarantee might necessitate some changes in vacation scheduling in the affected areas.

12.9. Transitional Vacation Account

Effective Pay Period 1, 1996, the amount of vacation earned by an employee from his/her 1995 anniversary date through December 30, 1995 shall be placed in a Transitional Vacation Account (TVA). TVA hours may be scheduled and used as vacation hours with the approval of the Department Head. Employees may not borrow vacation hours unless and until TVA hours have been exhausted.

ARTICLE 13

HOLIDAYS

1. The holidays which the City observes and for which an eligible employee receives pay at his/her regular rate of pay without working are:
 - a. New Years Day (January 1)
 - b. Memorial Day (Last Monday in May)
 - c. Independence Day (July 4)
 - d. Labor Day (First Monday in September)
 - e. Thanksgiving Day (the fourth Thursday in November or the day appointed by the Governor of Wisconsin as a day of public thanksgiving in each year.)
 - f. The day after Thanksgiving
 - g. Christmas Day (December 25)
 - h. The last normal workday before Christmas Day
 - i. The last normal workday before New Year's Day
 - j. Good Friday
 - k. The third Monday of January to commemorate Dr. Martin Luther King's birthday.
2. If any of the above-named holidays fall on Saturday or Sunday, the City may move the holiday to the preceding or subsequent workday normally scheduled and that day shall constitute the holiday.
3. "An eligible employee," within the meaning of paragraph 1., is one whose job title and classification is one which does not require him/her to work on regular holidays or according to a schedule in which holidays are included, or who receives as part of regular pay compensation in cash or alternative off time for working on holidays.
4. Nothing herein abridges the City's right to schedule and/or to require an employee to work

on a holiday. An eligible employee required to work on a holiday shall receive in addition to holiday pay as such, time and one-half the regular pay either in cash or compensatory time off for each hour he/she works.

ARTICLE 14

SICK LEAVE

1. Definition: "Sick Leave" shall mean all necessary absence from duty because of illness, bodily injury, or exclusion from employment because of exposure to contagious disease. Sick leave benefits shall be limited to the period of time, the employee would have worked in accordance with the HOURS OF WORK provision of this Agreement.
2.
 - a. Eligibility for sick leave shall begin after the completion of six months of actual service following regular appointment, but accumulations shall be retroactive to the time of regular appointment.
 - b. Whenever an employee eligible for sick leave allowance leaves the service of one employing unit of the city government and accepts, by certification of transfer, service in a position in another employing unit of city government, obligations for any accumulated sick leave allowance shall be assumed by the new employing unit. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances. Whenever a permanent employee is laid off due to lack of work or lack of funds, any unused accumulated sick leave shall continue in effect if he/she is rehired by any city department within one year. Sick leave shall automatically terminate on the date of retirement of the employee.
3. Permanent full-time employees shall earn sick leave with pay at the rate of one and one-quarter (1 1/4) working days for each month of active service or 4.6 working hours for each two (2) weeks of active service. Employees who work an average of twenty (20) hours per week on a year-round basis in positions which are budgeted at half-time or more, shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two (2) weeks of service.
4. Sick leave allowance may accumulate up to 120 working days.

5. The City shall maintain and verify the official sick leave records. The sick leave record of an employee who is under a medical doctor certificate requirement shall be reviewed at intervals not sooner than six months nor later than eight months of actual service, as long as the requirement is in effect. The employer shall notify the employee in writing of the results of this review.
6. When sick leave extends beyond three (3) consecutive workdays, acceptable medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or pregnancy disability shall be furnished to the department head and to the City Service Commission.
7. When acceptable medical substantiation from an employee's private physician is required, the failure of the employee to comply with this requirement shall permit the City to deny that employee the sick leave benefits provided herein until he/she is in compliance with such requirement.
8. If the employee who has been paid sick leave effects a recovery from a third party, the City shall have the right to recoup from the employee payments the City has made; and, upon recovery of such sums, it shall restore to the sick leave account of the employee the days which were charged to the account.
9. Should the federal or state or any local unit of government enact or interpret legislation to confer non-taxable status upon payments made to an employee under the terms of this article, the City by general rule and without further negotiation, shall make a downward adjustment in the rates of pay hereunder to make the payments more nearly conform to the concept of an obligation for replacement pay.
10. Sick Leave Incentive Control Program
 - a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2004, through and ending Trimester 3, 2006. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 3, 2006.
 - b. The trimester periods for each calendar year are defined as follows:
Trimester 1 - Pay Period 1-9

Trimester 2 - Pay Period 10-18

Trimester 3 - Pay Period 19-26 or 19-27, whichever is appropriate.

- c. An employee shall be eligible for a trimester sick leave incentive benefit only if:
 - (1) During the full term of the trimester, the employee did not use any paid sick leave, did not receive injury pay (except in cases when the employee suffered a verifiable lost-time work-related injury and returned to work for his/her next regularly-scheduled work shift following the occurrence of the injury), was not on an unpaid leave of absence, was not AWOL, was not tardy, was not suspended from duty for disciplinary reasons and did not take any unpaid time off the payroll; and
 - (2) During the full term of the trimester, the employee was in active service; and
 - (3) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 30 days; and
 - (4) The employee was represented by the Union for at least 560 hours in the trimester period.
- d. In a Trimester period set forth in subsection a. and b., above, that an employee is eligible for a sick leave control incentive program (SLIP) benefit, the Department/Bureau-head shall determine which one of the two types of SLIP benefits listed below the eligible employee shall receive (at the Bureau/Department Head's discretion, the employee may make this determination in accordance with procedures established for that purpose by the Bureau/Department head):
 - (1) A special sick leave incentive payment

An employee receiving a special sick leave incentive payment, shall be entitled to receive a lump-sum cash payment equivalent to eight hours of his/her base salary computed on the basis of his/her hourly base salary rate in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits

or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period in which they were earned.

(2) A special incentive leave

An employee receiving a special incentive leave, shall earn one eight-hour day off with pay. Such day off with pay earned in Trimester 1 or 2 must be used by the employee in the remainder of the fiscal year. A day off with pay earned in Trimester 3 may be used any time in the following fiscal year. An employee may use such day off with pay on a date he/she has requested provided the employee gives his/her supervisor reasonable advance notice of the date requested and the date is determined available by the supervisor in accordance with the needs of the Department. The processing of employee requests for time off earned under the sick leave incentive control program shall be on a first-come, first-served basis. Decisions by the employee's supervisor with respect to the availability of the date the employee has requested shall be final. For purposes of this Article, fiscal year shall be defined as Pay Periods 1 through 26 or 1 through 27, whichever is appropriate.

ARTICLE 15

LONG TERM DISABILITY PROGRAM

1. Basic coverage featuring benefits to age 65 after an elimination period of 180 calendar days will be provided at no cost to employees who work at least 20 hours per week on a year-round basis and have completed six months of active service following a regular or exempt appointment. Shorter elimination periods will be available through payroll deductions. An employee who is or becomes in a laid off situation shall not be eligible for LTD benefits. LTD benefits will begin only after all other temporary disability benefits, such as accumulated sick leave, have been exhausted.
2. During a qualifying period of disability, the LTD benefit program will provide no less than

60% of monthly base earnings (excluding bonuses and overtime) as income replacement, up to a maximum of \$5,000.00 per month, reduced by all available temporary disability benefits such as sick leave benefits; amounts available from any other city, state or federal programs which may be paid on account of the same disability; and any income earned by the employee during the period of disability.

3. Benefits payable under the LTD benefit program shall be established by an LTD benefit administrator selected by the City. The LTD benefit administrator shall provide a procedure for an employee to dispute claims and claim decisions. No dispute arising under the LTD benefit program shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the City has failed to pay required payments to the LTD benefit administrator.
4. The City shall retain the right to manage, at its sole discretion, the administration and funding of the LTD benefit program, including, but not limited to selecting, changing, or terminating third party LTD benefit administrators, operating as the LTD benefit administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

ARTICLE 16

DUTY INCURRED DISABILITY PAY

1. If an employee having regular City service status sustains an injury which meets the requirements of Chapter 102, Wisconsin Statutes, (the Worker's Compensation Act), the City undertakes to protect the employee after tax take-home pay for a maximum of two hundred fifty (250) days during the course of the employee's lifetime work career with the City.
2.
 - a. Except as provided in 2.b., below, the City will pay a disabled employee whose injury meets statutory standards an amount of seventy percent (70%) of the amount he/she would have earned as regular pay during the period in question.
 - b. An employee who has not successfully completed his/her initial probationary period

with the City shall not be entitled to Duty Incurred Disability Pay.

3. If the employee who has been paid duty-incurred disability leave benefits effects a recovery from a third party, the City shall have the right to recoup from the employee payments the City has made; and, upon recovery of such sums, it shall restore to the account of the employee the days which were charged as duty-incurred disability.
4. If the Internal Revenue Service (IRS) determines that the duty-incurred disability pay benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City will no longer require the 30% employee deduction from injury pay benefits provided for above.

ARTICLE 17

OWED TIME

An employee who is officially excused before the end of his/her normal shift because of inclement weather conditions or because of civil disturbance which makes initiation or prosecution of the work hazardous or unproductive shall be paid for such excused time and shall be said to owe the time to the City.

Such "owed time" constitutes a debt of the employee to the City and to the extent that the debt is not discharged by the employee's not working overtime assignments which he/she is offered without an excuse acceptable to the City, the sum shall be deducted from the employee's pay for the period in which the overtime was offered to the employee. Any remainder of unpaid "owed time" shall be deducted from pay due to an employee at the time of termination or when the employee transfers to a new employing unit, as for instance, another bureau.

When an employee makes up "owed time," the rate of pay shall be at the appropriate overtime rate.

ARTICLE 18

MILITARY LEAVE

A. Military Leave

1. Short Term Military Leave of Absence (Reserve or National Guard Duty) -- Less Than

90 Days Per Calendar Year

- a. Subject to the terms and conditions provided under section 1.b. through d., below, an employee shall be entitled to time off with pay when required to take leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.
- b. Maximum Amount of Time Off With Pay
 - (1) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.
 - (2) If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full-time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed ten work days, including Saturdays, Sundays and legal holidays during a calendar year for training and ten work days, including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.
- c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under section 1.b., above. In all other cases, the employee agrees to allow a payroll adjustment to their biweekly pay check, deducting an amount equal to their military pay for duty (up to a maximum equal to the City pay received under section 1.b., and to make no subsequent claim for it

whatsoever. This deduction shall be administered so as not to reduce employee pension benefits.

- d. The time off with pay for short-term military leaves shall be granted only if the employee taking leave reports back for City employment at the beginning of the next regularly scheduled eight-hour work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following the employee's release from military duty.
2. Long Term Military Leaves of Absence - 90 Days or Longer Per Calendar Year
 - a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.
 - b. Rights to all re-employment benefits shall be governed by the provisions of the Vietnam Era Veterans' Re-employment Rights Act, 38 U.S.C. Sec. 2021 et seq.. No lesser benefits and no greater benefits are hereby intended to be created.
 3. An employee shall be allowed to attend military funerals of veterans without loss of pay when a request for the leave is made by a proper veterans' organization that the service of such officer or employee is desired for the proper conduct of a military funeral.
 4. An employee shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their eligibility for induction or service in the armed forces of the United States; but time off with pay shall be granted only for examinations conducted by a United States military agency.
 5. The City shall have the authority to establish rules and procedures that it deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, a requirement that an employee provide the City with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

ARTICLE 19

TIME OFF FOR JURY DUTY

1. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence of jury duty service. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service. No greater amount of time off shall be granted than necessary, and in any case where an employee is called for jury duty and reports without receiving a jury assignment for that day, or in a case where an employee is engaged in jury duty for a part of a day, the employee shall call his/her supervisor and if directed, shall report for the performance of City duties for the remainder of the day.
2. An employee, who is under subpoena to appear as a witness in court as a direct result of an incident that occurred while the employee was working, shall be granted time off with pay for reporting for such appearance upon presentation of satisfactory evidence of such appearance. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such an appearance performed on off-duty days) for such an appearance.
3. An employee shall not be eligible for overtime while on jury duty or being under subpoena even if jury duty or being under subpoena extends beyond eight hours in one day.
4. An employee scheduled to work second or third shift assignments shall be reassigned to the first shift during jury duty or being under subpoena for shifts which occur Monday through Friday; if the employee performs jury duty or is under subpoena on Saturday or Sunday and is scheduled to work a second or third shift assignment(s), the employee will be reassigned to the first shift.

ARTICLE 20

TERMINAL LEAVE

The City shall pay to an employee retiring on normal (unreduced) pension, a lump sum

payment equal to thirty (30) days of the employee's accumulated and unused sick leave.

Such payment shall be at the rate of pay the employee earned in his/her last two (2) week period of active employment.

ARTICLE 21

FUNERAL LEAVE

1. DEFINITIONS:

- a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of the employee's grandparent.
- b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. Effective April 24, 2005, for this Article only, include spouse's siblings spouse in definition of brother-in-law and sister-in-law.

2. In the case of a death in the employee's "immediate family", the employee shall be granted a leave of absence not to exceed three workdays with pay; these workdays shall be contiguous to the day of death or the day after the funeral. If the actual day after the funeral occurs on a Saturday, Sunday or holiday, then the following work day shall be treated as the day after the funeral for purposes of this article.
3. In the case of a death of the employee's grandparent, the employee may use one workday with pay to attend the funeral of that grandparent.
4. The Director of the City's Department of Employee Relations or his/her designee is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service Commission to be submitted to the employee's

immediate supervisor immediately after funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.

5. Funeral leave will not be deducted from sick leave but will be a separate allowance.

ARTICLE 22

PENSION BENEFITS

1. Pension benefits for employees covered by this Agreement shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to General City Employees. Except for the following changes enumerated below, these pension benefits shall continue unchanged during the term of this Agreement:

Creditable service for active military service, as provided in 36-04-2-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement between January 1, 2004 and December 31, 2006

ARTICLE 23

HEALTH INSURANCE

1. Benefits

- a. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2003 City/Union Agreement, which included the following benefits:

- (1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor) to the

requirement that it be performed on an outpatient basis, shall be covered.

- (2) Existing benefits provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders, shall be available to each participant for a maximum of thirty (30) days during any one calendar year; provided, however, that for inpatient hospital treatment of nervous and mental disorders only, an extension to such maximum of no more than 30 additional days during the calendar year may be allowable where such extension is medically justifiable. All other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders shall remain unchanged.
- (3) The existing per participant maximum aggregate allowance limitation during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility, that are provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan shall be two thousand dollars (\$2,000); all other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an Outpatient Treatment Facility shall remain unchanged.
- (4) An employee's Basic Plan benefits shall terminate on the last day of the calendar month in which the employee separates from active service.
- (5) A Utilization Review/Case Management (UR/CM) program shall cover all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders, substance abuse, and home

health care services. The program is an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever an elective procedure is recommended for an employee, or his/her dependents, by a physician, the employee shall be required to notify the designated UR/CM program representative of this fact by telephone at the time such procedure is recommended, in accordance with procedures established by the Employee Benefits Administrator for that purpose. Any elective procedure not submitted to the designated UR/CM program representative shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee, or his/her dependents, the employee or adult responsible for him/her, shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Administrator for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

- (6) A medical "hot-line" shall be established by the City. This "hot-line" shall put employees and their families in immediate touch with health care professionals for information on the value, availability, use and price of the various health care services in the area.
- (7) The major medical deductible shall be \$100 per person, \$300 per family

maximum on the Basic Plan.

(8) Transplant Benefits

(a) Medically necessary human-to-human heart transplants shall be a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review/Case Management program set forth in subsection 1.a.(5) of this Article, above.

(b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is \$500,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.

b. Health Maintenance Organization (HMO) Plans

An employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. The benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the City of Milwaukee's Request for Proposals from Health Maintenance Organizations except for the following changes in benefits consistent with the City of Milwaukee Request for Proposals from Health Maintenance Organizations Seeking Contracts to Participate in the City Employee Health Benefit Program.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF MILWAUKEE, executed May 1, 1982. The dental insurance coverage for an eligible employee electing coverage under the Basic Dental Plan shall be in lieu of the coverage provided by a Prepaid Dental Plan.

d. Prepaid Dental Plan

Employees shall have the right to select coverage under a Prepaid Dental Plan (PDP)

approved by the City in lieu of the coverage provided by the Basic Dental Plan. The benefits of the PDP selected shall be as established by the provider of that PDP.

e. Cost Containment Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require an employee to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.
- (3) The City shall have the right to establish the methods, measures and procedures it deems necessary to restrict excessive costs in the application of the benefits provided under subsections 1.a. through 1.d.
- (4) The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measures it deems necessary.

2. Eligibility for Benefits

- a. Employees in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at their option.
- b. Employees shall not be eligible for the benefits provided in subsection 1., above, during the time period they are employed on a provisional, emergency, part-time (for purposes of this provision, employees shall be termed part-time employees when their normal hours of work average less than 20 hours per week), temporary, student-aide type or seasonal basis.
- c. Employees in active service shall be entitled to Dental Plan benefits provided in subsection 1.c. or 1.d. above so long as they remain in active service. Individuals not in active service shall not be entitled to participate in the Dental Plan.

- d. An employee in active service who commences receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in subsections 1.a. or 1.b., for the term of this Agreement.
 - e. Employees who retire on normal pension (as this term is defined under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 1.a. or 1.b., during the term of this Agreement so long as they are at least age 60 and less than age 65. Thereafter, such individuals shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective Agreement between the City and the Union as is in effect from time to time, so long as they are at least age 60 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c. above shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month prior to the month in which the deceased retiree would have attained age 65.
 - f. An employee in active service who retires having attained age 55 with 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection 1.a. and 1.b. during the term of this Agreement. Thereafter, such individual shall be entitled to the same health insurance benefits concurrently provided employees in active service covered by the effective agreement between the City and the Union as is in effect from time to time, so long as he/she is at least age 55 and less than age 65 (it is understood that the exclusion of retirees from coverage under dental insurance benefits, as set forth in subsection 2.c., above, shall continue unchanged). If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have obtained age 65.
3. Cost of Coverage - Basic Health Insurance or HMO Plan Only

a. Employees in Active Service

(1) For Employees Enrolled in the Basic Plan

(a) Except as provided in subsection 5., below, for January 1, 2004 through December 31, 2004, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$50.00 per month for single enrollment when such employee's enrollment status is single and \$100.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(b) Except as provided in subsection 5., below, for January 1, 2005 through December 31, 2005, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$60.00 per month for single enrollment when such employee's enrollment status is single and \$120.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(c) Except as provided in subsection 5., below, for January 1, 2006 through December 31, 2006, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts

shall be paid by the City.

(2) For Employees Enrolled in a Health Maintenance Organization Plan.

(a) Single Enrollment Status

Except as provided in subsection 5., below, the City will contribute an amount towards meeting the subscriber cost for single enrollment in the HMO Plan elected of 100% of the respective calendar year monthly subscriber cost of single enrollment in the HMO offered by the City, having the lowest single enrollment subscriber cost to the City. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.

(b) Family Enrollment Status

Except as provided in subsection 5., below, the City will contribute an amount towards meeting the subscriber cost for family enrollment in the HMO Plan elected of 100% of the respective calendar year monthly subscriber cost of family enrollment in the HMO offered by the City, having the lowest family enrollment subscriber cost to the City. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her pay check on a monthly basis.

(3) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when the enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such computation shall be based on the subscriber cost established for family enrollment status.

- (4) After December 31, 2006 the dollar maximum City contribution provided for calendar year 2006 shall continue unchanged until the successor labor contract between the parties is executed.
- (5) An employee who exhausts his/her sick leave during the term of this Agreement, shall be permitted to maintain the benefits for the plan he/she was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for, respectively, in subsection 3.a.(1) or subsection 3.a.(2), above. The provisions of this subsection shall not cover retirees (including disability retirements).

b. Duty Disability

Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 3.a. of this Article, above.

c. Employees Who Retire Between January 1, 2004, and December 31, 2006

- (1) For employees (or their eligible spouses), under subsections 2.e. or 2.f. who retire between January 1, 2004 and December 31, 2004, during the period after retirement the retiree is at least age 55 but less than age 65, the City contribution towards meeting the monthly subscriber cost for the single or family enrollment in the plan elected shall be as provided for active employees under subsection 3.a.(1) and 3.a.(2) of this Article. If the per capita subscriber cost for enrollment in the plan elected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted from his/her pension check.

- (2) Eligible employees under subsections 2.e. or 2.f., who retire between January

1, 2005 and December 31, 2006 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.

- (3) For eligible employees under subsections 2.e. or 2.f., who retire between January 1, 2005 and December 31, 2006 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection 1.a. or b. above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsections 2.e. or 2.f., who retire between January 1, 2005 and December 31, 2006 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection 1.a. or b., above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the

maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost of family enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of family enrollment for retirees in the Basic Plan.

- (4) The term "Basic Plan," as used in this subsection, shall mean the health insurance coverage provided under the Basic Plan provision in the Agreement between the City and the Union as is in effect from time to time.
- (5) **Surviving Spouse**
The provisions of subsection 3.c.(1) or 3.c.(2) shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection 2.e. or 2.f. of this Article.

4. Cost of Coverage -- Dental Plan

Calendar Years 2004, 2005 and 2006

In calendar years 2004, 2005 and 2006, the City will contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her paycheck on a monthly basis.

5. Prorata Credit for Half-time Employees

The City's contribution for an eligible employee whose normal hours of work average 20 hours per week on a year-round basis in a position which is budgeted as half-time shall not exceed 50% of the maximum City contributions required under subsections 3.a. or 4. of this Article, above.

6. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 1. above includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsections 3., 4. and 5., above, for employees covered by such a self-administered plan shall be reduced by an amount equal to ninety percent (90%) of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status.

7. Non-duplication

- a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 1., above, the coverage shall be limited to one family plan, regardless of the date either spouse entered City Service.
- b. In the event a program of health insurance is adopted by the Federal or State government and the City is required to, or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
- c. A retiree shall be ineligible to receive the retiree health insurance benefits provided

hereunder when receiving health insurance benefits from other employment or from the employment of the retiree's spouse.

- d. City health insurance cost contributions provided hereunder to a retiree shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while a retiree is receiving the benefits hereunder.
- e. After any deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.
- f. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 3. above towards the cost of coverage for the City's Medicare Supplemental Plan.

8. Right of City to Select Carrier

- a. It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in subsection 1., above; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer them (in this circumstance the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator).

9. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections 1.a. or 1.b., above, while on an authorized leave of absence, layoff or suspension. Individuals on an authorized leave of absence, layoff or suspension, shall pay 100% of the cost associated with their coverage. The rates for such coverage shall be determined by the City and may be adjusted from time to time. This provision shall be applicable only during the first twelve (12) months of an employee's authorized leave of absence.

10. An employee who is recalled from layoff for a period of less than twenty (20) consecutive work days shall not be entitled to the benefits provided under subsection 1.a., b., c., or d., above.

11. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from January 1, 2004, through December 31, 2006.

ARTICLE 24

LIFE INSURANCE

1. Amount of Life Insurance Coverage

- a. Base Coverage. The amount of base coverage to which an employee under age 65 is eligible shall be equal to the employee's annual base salary rounded to the next higher thousand dollars of earnings.
- b. Optional Coverage. During an annual open enrollment period established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage at his/her option in increments of \$1,000 to a maximum of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings.
- c. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her sixty-fifth (65th) birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.
- d. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her sixty-fifth (65th) birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday and by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.

2. Adjustment of Coverage

The amount of life insurance coverage to which an employee is entitled shall be adjusted semi-annually on January 1 and July 1 of the calendar year to reflect changes in the employee's annual base salary rate. "Annual Base Salary Rate" means an amount equivalent to the employee's biweekly base salary, as defined and determined under the BASE SALARY provision of this Agreement, divided by fourteen and then multiplied by three hundred and sixty-five.

3. Conditions and Eligibility for Election of Coverage

- a. Subject to the terms and conditions provided below, employees who elect this life insurance coverage must appear on the City's regular payroll as full time (40 hours per week) employees for 180 consecutive calendar days or as half-time (at least 20 hours per week) employees for 365 consecutive calendar days following the initial date of their employment with the City.
- b. The election of life insurance coverage shall be in a manner prescribed by the City.
- c. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 calendar days after eligibility is first established. Otherwise the election shall be made only on such terms as are established by the City and/or its life insurance carrier.
- d. An employee shall become entitled to these life insurance coverage benefits 30 calendar days after electing such coverage.
- e. An employee re-employed subsequent to a separation from active service must re-establish eligibility for life insurance coverage in the same way as a new employee.
- f. An employee who has previously waived life insurance coverage provided by the City shall be permitted to elect life insurance coverage only on such terms as are established from time to time by the City and/or its life insurance carrier.

4. Cost of Life Insurance Coverage

Eligible employees who elect life insurance coverage shall pay to the City an amount equal to 21 cents per month for each \$1,000 of coverage in excess of \$22,000 for the

calendar years 2004, 2005 and 2006. The City shall make all other necessary payments for the life insurance coverage.

5. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he is entitled.
- b. Life insurance benefits payable under any State or Federal law to the beneficiary of an employee as a result of the employee's employment with the City shall operate to reduce benefits payable under the terms of this paragraph by an amount equivalent to such State or Federal benefits.
- c. The terms and conditions for receipt of life insurance benefits shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to self-insure, by the City.

6. Right of the City to Change Carrier

The City may select and change the carrier(s) that provide the benefits set forth above.

The City may also provide these life insurance benefits on a self-insured basis.

ARTICLE 25

TUITION AND TEXTBOOK REIMBURSEMENT

1. Tuition and textbook reimbursement shall be in accordance with the Veteran's Administration benefits and Safe Streets Act benefits pertaining thereto. In no event shall there be any duplication of these benefits paid the employee.
2. In the event that an employee is ineligible to receive tuition or textbook reimbursement under the provisions of 1., above, and meets the criteria specified under 3. and 4., below, the City shall provide the employee reimbursement of tuition, laboratory fees and required textbooks for approved courses of study up to a maximum reimbursement of \$700 per calendar year in 2004 and 2005 of which \$300 may be used for reimbursement of costs for laboratory fees and required textbooks. Effective calendar year 2006, the maximum amount of City reimbursement for tuition, laboratory fees and required textbooks is increased to up to \$1,200 per calendar year.

3. In order for the employee's courses of study to qualify for reimbursement under 2., above, the following criteria must be satisfied:
- a. All coursework and related homework must be done on the employee's own time, except that effective the next pay period following the execution date of this Agreement, coursework approved to be on City time by both the Department Head and the Employee Relations Director may be on City time.
 - b. All courses of study shall be related to an employee's job or to a reasonable promotional opportunity and be approved by a City-designated administrator. Graduate courses must be directly related to an employee's present position, or to a reasonable promotional opportunity and be approved by a City-designated administrator.
 - c. Courses must be taken at accredited institutions or schools currently approved by the Department of Employee Relations.
 - d. Any portion of the tuition maximum may be used for courses which are less than three (3) weeks in duration that are approved by management.
 - e. An employee must submit an application and all receipts for tuition and required textbooks within eight (8) weeks of the last course date for reimbursement to a City-designated administrator on a form provided by the City. Any changes in the request for reimbursement must be reported to the Department of Employee Relations within one week of the change.
 - f. An employee shall submit the official grade report to a City-designated administrator within eight (8) weeks of the successful completion of the approved course. An approved course of study shall be deemed successfully completed if:
 - (1) For college courses and short courses, the minimum grade accepted as satisfactory completion is a final grade that represents the minimum grade point average required by a degree, diploma, or certificate; or
 - (2) When grades are not given or the course of study taken is a non-credit one then the employee must present to aforesaid City-designated administrator

within the time limit above described a written statement from the course's instructor that the employee has satisfactorily completed the course of study.

4. An employee must remain in service for a six-month period after receiving Tuition and Textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck. The City may deduct from the employee's paycheck amounts paid to or on behalf of an employee if he/she fails to meet all criteria necessary to qualify for the Tuition and Textbook benefit and/or if he/she does not remain in service for a six-month period after receiving such benefit.
5. Payment of reimbursement described under 2., above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the approved courses of study is received. The City may pay up front those tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet all criteria in 3., above, payment will be deducted from the employee's paycheck.
6. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
7. The Director of Employee Relations or his/her designee shall administer this program in accordance with practices established for the City's general reimbursement program.

ARTICLE 26

CLOTHING ALLOWANCE

- A. Mechanical Plan Examiners and Landscape and Irrigation Specialists.
Employees shall receive \$100 Clothing Allowance in each year of the Agreement.
- B. Plumbing Inspectors
 1. Eligible employees who are appointed on or after January 1, 1998 into the Department of Neighborhood Services shall receive two jackets with a department logo (one summer and one winter) and three (3) shirts with a department logo during their first calendar year

of service and three shirts with a department logo and an annual \$50.00 clothing cleaning allowance in each subsequent calendar year. Such employees shall not be eligible for a clothing cleaning allowance in the same calendar year they receive the two jackets.

Eligible employees hired prior to or during calendar year 1997 shall receive annually three (3) shirts with a department logo and \$50.00 clothing cleaning allowance. Employees who are terminated or discharged shall be required to return all logo clothing items. Eligible employees must either wear the clothing specified above or the dress requirements as specified by the department, except when an inspector appears in court, then the inspector shall wear a business or sport coat and slacks with a dress shirt and tie or blouse as appropriate. All inspectors are required to comply with the dress requirements unless otherwise agreed to.

2. Effective after April 24, 2005, Plumbing Inspectors shall be eligible to receive a replacement jacket with a department logo after at least 5 years have past since their receipt of a prior jacket with a department logo.

ARTICLE 27

SAFETY SHOE ALLOWANCE PROGRAM

Employees shall receive an \$80 Shoe Allowance in each calendar year of this Agreement.

ARTICLE 28

BUS DISCOUNT FARE PROGRAM

The City's Bus Discount Fare Program for Non-Represented employees shall be extended to employees represented by Plumbers Local 75.

ARTICLE 29

JOINT CITY-UNION EARLY INTERVENTION PROGRAM

A joint City-Union Early Intervention Program shall be established in accordance with the June 17, 1993 agreement between the City and the Union.

ARTICLE 30

AMERICANS WITH DISABILITIES ACT (ADA)

The parties recognize the obligation of the City to comply with the Americans with Disabilities Act (ADA). Before the City takes any steps, including reasonable accommodation, which may conflict with this Agreement, it will meet with the Union to discuss those steps that may be taken in individual cases. In those discussions, the parties will respect the confidentiality of the disabled person as required by the Act.

ARTICLE 31

NON-DISCRIMINATION

The parties agree that there shall be no discrimination against any bargaining unit member because of race, color, creed, sex, age, nationality, political affiliation, religious affiliation, sexual preference or handicap.

ARTICLE 32

ORDINANCE AND RESOLUTION REFERENCES

This Agreement contains benefits and the terms and conditions under which they are provided employees. The City may establish ordinances, resolutions and procedures to implement and administer these benefits. These ordinances, resolutions and procedures, as well as any other City ordinances or resolutions providing benefits to employees, shall not be deemed a part of this Agreement, nor shall they add to, modify, diminish or otherwise vary any of the benefits or obligations provided in this Agreement, unless the parties shall mutually consent in writing thereto. Other City ordinances and/or resolutions, or parts thereof, in effect on the execution date of this Agreement that do not conflict with the specific provisions of this Agreement shall remain in force and effect.

ARTICLE 33

SUBORDINATE TO CHARTER

In the event that the provisions of this Agreement or its application conflict with the legislative authority delegated to the City Common Council, or the City Service Commission

(which authority being set forth more fully by: The Milwaukee City Charter; the statutory duties, responsibilities and obligations of the City Service Commission as they are provided for in Sections 63.18 through 63.53 of the Wisconsin Statutes; The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes; or other applicable laws or statutes) then this Agreement shall be subordinate to such authority.

ARTICLE 34

AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

For purposes of construction and interpretation of various provisions, this Agreement shall be considered to have been executed on April 12, 2005.

ARTICLE 35

SAVINGS CLAUSE

If any federal or state law, now or hereafter enacted, results in any portion of this Agreement becoming void, invalid or unenforceable, the balance of the Agreement shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such portion.

ARTICLE 36

ENTIRE AGREEMENT

The foregoing and any written letters or Memoranda of Understanding between the parties submitted to the Common Council at the time this Agreement is submitted constitute the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

Witness the hands and seals of the parties hereto this _____ day of _____ 2005.

PLUMBERS LOCAL 75, AFL-CIO

CITY OF MILWAUKEE

By: _____
Harry Kreuser
Business Manager

By: _____
Maria Monteagudo
Employee Relations Director

Paul Illemann

David A. Kwiatkowski
City Labor Negotiator

Hal Jenkins

Elisabeth F. Schraith
Staff Representative

FOR THE CITY:

Tom Barrett
Mayor

Willie L. Hines Jr., Alderman
President, Common Council

Ronald D. Leonhardt
City Clerk

W. Martin Morics
Comptroller

Michael J. Murphy, Alderman
Chairman, Finance and
Personnel Committee

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SIGNATURES

MEMORANDUM OF UNDERSTANDING

Between

PLUMBERS' LOCAL 75, AFL-CIO

And

THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing on January 1, 2004, and expiring December 31, 2006. The negotiating committee for Plumbers' Local 75, AFL-CIO, (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of Plumbers' Local 75, AFL-CIO that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated this _____ day of _____, 2005

Representatives of Plumbers' Local 75, AFL-CIO	City of Milwaukee Negotiating Team